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UNCLAS SECTION 01 OF 05 JAKARTA 001408

SENSITIVE
SIPDIS

DEPT FOR EAP/MTS, OES/AIAG; DEPT PASS TO USAID
USAID FOR OGAC, ANE/CLEMENTS AND GH/CARROLL
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E.O. 12958: N/A
TAGS: TBIO PGOV AMED KFLU MASS ID
SUBJECT: Health Cooperation - GOI Proposes
Revised Health Cooperation MOU

REF: A) Jakarta 1167
B) Embassy Jakarta-EAP/MTS emails August 20 and
previous

¶1. (U) This message is Sensitive but Unclassified;
please handle accordingly. Please see action request
in paragraph 7.

¶2. (SBU) SUMMARY: The Indonesian government has proposed a health cooperation memorandum of understanding to be released during the President's proposed trip to Indonesia. This document would be one in a series that would lead to the establishment of a joint center for health research, to succeed the Naval Medical Research Unit, and an overall strengthening of our health cooperation as part of the U.S.-Indonesia Comprehensive Partnership. Mission believes that the MOU could be a positive step in deepening our health cooperation. However, the GOI draft requires substantial revision in order to reflect the full spectrum of our health-related activities and to remove passages that raise potential legal or policy problems. END SUMMARY.

BROADER FRAMEWORK FOR HEALTH COOPERATION

¶3. (SBU) Ministry of Health (MOH) officials have put forward a revised Health Cooperation Memorandum of Understanding (MOU) during our ongoing discussions of transforming the U.S. Navy Medical Research Unit (NAMRU) into the joint Indonesia-United States Center for Biomedical and Public Health Research (IUC). The text of the MOU, which MOH officials provided on August 24, is in paragraph 8. This text replaces a previous draft that the MOH submitted but subsequently withdrew (see Ref A).

¶4. (SBU) Indonesian officials have underscored their interest in deepening health cooperation with the United States as part of our developing Comprehensive Partnership. They noted the MOU on U.S.-Russia health cooperation released during the President's recent visit to Moscow and proposed that we develop something similar. This text is the GOI's effort toward that goal.

WHERE THIS FITS

15. (SBU) This document would be one of four that the MOH envisions leading to the establishment of the IUC and the full normalization of our health cooperation. These are:

--A) Joint Statement on expanded health cooperation to be released when Minister Supari meets HHS Secretary Sebelius in Washington in September;

--B) Announcement of the establishment of the IUC to be released in Jakarta in early October;

--C) MOU on Health Cooperation to be released during the President's proposed November visit to Indonesia (the draft in paragraph 8); and,

--D) Agreement covering operation of the IUC, including the status of personnel, governance mechanisms, and related matters to be completed by the end of 2009.

Of these, Mission envisions that only item D would be a legally binding agreement. The others would be non-binding political declarations. We have already engaged the MOH on item A, using the HHS-drafted text previously submitted, and are close to agreement (see Ref B).

OUR VIEW

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16. (SBU) Mission believes that the GOI draft MOU represents a good start but will require substantial revision. We recommend that the text be redrafted to reflect the full spectrum of U.S-Indonesia health cooperation, including the efforts of all USG agencies engaged in this sector. For example, such text could encompass the USG PEPFAR Partnership Framework for Indonesia which is to be negotiated in FY10. The text should exclude any language that raises potential policy or legal complications, such as the sections on intellectual property rights or a material transfer agreement.

NEXT STEPS

17. (SBU) ACTION REQUEST: Ministry of Health officials have told us that they hope to discuss the draft MOU with USG counterparts during Minister Supari's planned September 14-15 visit to Washington. Mission requests that Washington agencies be prepared to offer a substantive USG response to the draft MOU, ideally before but no later than, during that visit.
END ACTION REQUEST

18. (U) MOH supplied text of the MOU follows. Note: The MOH has struck text from their original draft in the revised version they provided to us. This text is indicated in brackets below.

BEGIN TEXT OF MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MINISTRY OF HEALTH OF THE REPUBLIC INDONESIA
AND
THE DEPARTMENT OF HEALTH AND HUMAN SERVICES
OF THE UNITED STATES OF AMERICA
ON
HEALTH COOPERATION

The Ministry of Health of the Republic of Indonesia and the Department of Health and Human Services of the United States of America hereinafter referred to

as "Parties";

RECOGNIZING the reciprocal benefits to be derived by both Parties from close cooperation in the fields of mutual interest;

DESIRING to promote further the close and friendly relations existing between the Parties;

REFERRING to the Agreement between the Government of the Republic of Indonesia and The Government of the United States of America;

PURSUANT to the prevailing laws and regulations in their respective countries;

HAVE REACHED AN UNDERSTANDING AS FOLLOWS:

ARTICLE I OBJECTIVE

The Objective of this Memorandum of Understanding is to combine efforts of both states of mutual interest in health cooperation.

ARTICLE II AREAS OF COOPERATION

The Parties shall facilitate development of cooperation in the following areas:

- ¶1. Joint Health Research and Development (tropical infectious diseases);
- ¶2. Organization and Management of Health Services (Patient Safety, Joint Accreditation for World Class

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Hospital);

- ¶3. Medical Care on Coronary Heart Disease, Genetic Engineering and Health Technology Assessment;
- ¶4. Public health (exchange of experts of Public Health [Care] and Occupational Health);
- ¶5. Sharing experience and transfer of knowledge in new emerging infectious diseases (Avian Influenza, H1N1);
- ¶6. Re-emerging infectious diseases (TB and MDR-TB, HIV, Malaria) [co-infection (multi drug resistant/MDR)];
- ¶7. Collaboration on other infections disease [eradication on communicable] (measles) [malaria];]
- ¶8. [Development of Vaccine production]; Vaccine Research and Development
- ¶9. Human Resources Development and transfer of knowledge;

ARTICLE III PRINCIPLES OF COOPERATION

This Memorandum of Understanding will be based on equity, Mutual respect and benefit, Transparency, Build on what is working well, Use all appropriate capability, Incremental implementation, Patience, Accountability, Uphold governance.

ARTICLE IV FORMS OF COOPERATION

- ¶1. Joint activity in the framework of this MoU can be conducted in the following forms:
 - a. Exchange of information;
 - b. Exchange of experts and delegates;
 - c. Participation of experts in congresses and scientific conferences held by one of the Parties;
 - d. Joint scientific research and development;
 - e. Transfer of knowledge/technology;

¶2. All forms of cooperation in the framework of this MoU shall be implemented in accordance with the national regulation of the Parties.

¶3. All United States Government personnel participating in cooperative activities under this MoU will be members of the official U.S. Mission. As such, they will be accorded Administrative and Technical status by the Indonesian Ministry of Foreign Affairs.

ARTICLE V INTELLECTUAL PROPERTY RIGHTS

¶1. The Parties agree that any intellectual property claims made under the implementation of this Memorandum of Understanding whether in Indonesia or abroad, shall be made only with the expressed written consent of the Government of Indonesia and :

- a. In the event the relevant intellectual property is used by the Party and/or institution on behalf of the Party for commercial purposes the other party shall be entitled to obtain equitable benefit portion of royalty;
- b. Each Party shall be liable for any claim made by any third party on the ownership and legality of the use of intellectual property rights which is brought in by the aforementioned Party for the implementation of the cooperation;

¶2. The Party shall indemnify each other that intellectual property rights brought by the Party into the territory of the other Party for the implementation of any project arrangement of activities is not resulted from any infringement of the third Party's legitimate rights;

¶3. If either of the Party wishes to disclose confidential data and/or information resulted from

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the cooperation activities under this Memorandum of Understanding to any third party, the disclosing Party must obtain prior consent from other Party before any disclosure can be made;

¶4. Whenever either Party requires the cooperation of another Party instead the Ministry of Health of the Republic of Indonesia and The United State Department of Health and Human Services for any commercial undertaking resulted from intellectual property covered by this Memorandum of Understanding, this Party will give first preference of the cooperation to the other Party under this Memorandum of Understanding, which will be waived, if other Party is unable to participate in a mutually beneficial manner;

ARTICLE VI MATERIAL TRANSFER AGREEMENT

¶1. All research activities using biological materials originating from Indonesia shall to the fullest extent possible be done in Indonesia;

¶2. Any activities that involve transfer of specimen undertaken within this MoU shall be accordance with The Ministry of Health of the Republic of Indonesia Decree on Material Transfer Agreement.

ARTICLE VII EXECUTING AGENCY

In order to create suitable follow up mechanism for implementing above-mentioned activities and obtain fruitful result from them, it was agreed that each party shall designate executing who will have

continuous contact with each other

The Parties shall agree to designate the executing agency as follows:

- ¶1. For Ministry of Health of the Republic Indonesia is Secretary General;
- ¶2. For the United State Department of Health and Human Services is ...

ARTICLE VIII IMPLEMENTATION

¶1. For the purpose of implementation of this MoU, the Parties shall set up a Working Group which taking into account the relative national regulation of the Parties shall:

- a. Define forms, methods, and terms of cooperation;
- b. Asses and analyze the results of the cooperation

¶2. The Working Group shall consist of representatives of the Parties and representatives of other organizations under the guidance of the Parties and shall periodically hold joint meeting alternately held in the United of America and in the Republic of Indonesia.

¶3. The Parties shall facilitate the establishment of direct contacts between the Indonesian and the United of America appointed institutions.

ARTICLE IX LIMITATION OF PERSONNEL ACTIVITIES

All personnel engaged under this Memorandum of Understanding will observe, respect and comply with the laws and regulations of the Republic of Indonesia and will avoid conducting any activity inconsistent with the purposes and objectives of this Memorandum of Understanding.

ARTICLE X ALLOCATION OF RESOURCES

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Cooperation in the framework of this MoU shall be financed on the basis of the agreements reached by the Working Group with use financial supplies available for the Parties or, when necessary of organizations and institutes participating in the cooperation.

ARTICLE XI SETTLEMENT OF DISPUTE

Any dispute arising out of the implementation of this MoU shall be settled amicably through consultations and negotiations between the Parties.

ARTICLE XII AMENDMENT

The Parties may review or amend any part of this Memorandum of Understanding by mutual consent in writing and such amendment shall come into force on such date as determined by the Parties and shall form an integral part of this Memorandum of Understanding.

ARTICLE XIII ENTRY INTO FORCE, DURATION AND TERMINATION

- ¶1. This Memorandum of Understanding will come into effect upon the date of its signing;
- ¶2. This Memorandum of Understanding shall be in force for a period of 3 (three) years, and can be prolonged for another 2 (two) years, unless either

Party terminates it by giving written notification through diplomatic channels at least 3 (three) months prior this expiration;

13. This MoU shall not affect the rights and obligation of the parties resulting from other international treaties or conventions to which the Republic of Indonesia and the United of America are parties .

IN WITNESS WHEREOF, the undersigned being duly authorized thereto by their respective Governments, have signed this Memorandum of Understanding.

Done in duplicate at -----on----- , ----in Indonesian, and English languages. In case of any divergences of interpretation or implementation, the English text shall prevail.

FOR MINISTRY OF HEALTH
OF THE REPUBLIC OF INDONESIA

FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES
OF THE UNITED STATES OF AMERICA

END TEXT

HUME